

**REQUEST FOR PROPOSAL** This Is Not An Order - Make A Copy For Your File –  
Return Original & 4 Copies.

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF CALAVERAS

891 Mountain Ranch Road  
San Andreas, CA 95249  
(209) 754-6734

ISSUE DATE

July 11, 2006

PROPOSAL  
NUMBER

RFP: 06-06-01-IVR

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Return your proposal in an envelope, sealed and clearly marked on the outside with proposal number and date shown below to: Superior Court of California, County of Calaveras, 891 Mountain Ranch Road, San Andreas, CA 95249, Attention: Dick Howard.

**Proposals must be received and logged in prior to the date and time indicated. Proposals will not be accepted after 4:00 P.M. on:**

*Friday, August 11, 2006*

**For Additional Information**

**BUYER:** Dick Howard

**PHONE:** (209) 754-6734

**FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE**

The undersigned offers and agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to the Terms and Conditions of this Request for Proposal:

Firm Name

Terms of Sale

Signature

F.O.B. Point: **Destination**

Printed Name/Title

Placement Turnaround \_\_\_\_\_ / ARO

Federal Tax Identification Number

Date

Fax #

Phone

E-Mail

**Commodity Title: Interactive Voice Response System**

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## 1. INTRODUCTION

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- 1.1 **INVITATION** - The Superior Court of California, County of Calaveras invites responses that offer to provide an Interactive Voice Response System (IVR) for its Jury Services department.
- 1.2 **DEFINITIONS** - We intend to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words are used throughout this document, and shall be defined as follows:
- 1.2.1 **We/Us/Our** are terms that refer to the Superior Court of California, County of Calaveras, a duly organized public entity. They may also be used as pronouns for various subsets of the Court organization, including, as the context will indicate:

*Court* – the Superior Court of California, County of Calaveras.

*County* – the County of Calaveras.

*Jury Services* – the Jury Services department of the Superior Court of California, County of Calaveras

*Purchasing* - the Purchasing Department of the Superior Court of California, County of Calaveras.

*Using Agency/Department(s)* - the Court agency or department for which this Request For Proposal (RFP) is prepared and which will be the end user of the services sought. This particular RFP seeks to fulfill a need for Jury Services.

- 1.2.2 **You/Your** are terms that refer to businesses having some sort of relationship to or with us. The term may apply differently as the context will indicate. For instance, “you” as a Contractor will have different obligations than “you” as a Bidder or Supplier will have:

*Bidder* - A business entity submitting a Response to this RFP. Suppliers which may express interest in this RFP, but which do not submit a Response, have no obligations with respect to the proposal requirements.

*Contractor* - The Bidders whose Response to this RFP are evaluated as meeting the needs of the Court. Contractors will be selected for award, and will enter into contracts for provision of the services described in the RFP.

*Subcontractor* - A company that enters into a business relationship with the Contractor. The Contractor may seek to place employees of the Subcontractor for the services described in the RFP.

*Contractor’s Employee* - All persons who can be offered to provide the services described in the RFP. All employees of the Contractor and the Subcontractor must be covered by the insurance programs normally provided to persons employed by a company (ex: Worker’s Comp, SDI, etc.).

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- 1.2.3 **Request For Proposal (RFP)** - This entire document, including all appendices.
- 1.2.4 **Response** - The written, signed and sealed document submitted according to the RFP instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response. Verbal interactions will not be binding on the Court or Contractors with respect to requirements stated within this RFP or resulting contractual obligations.
- 1.2.5 **Agreement** – The contract issued to the contractor that is awarded the bid.
- 1.3 **RFP CLARIFICATION** - Questions regarding this RFP should be directed in writing to the buyer specified on the cover sheet, no later than the date indicated in the Key Events table contained within this section. Answers citing the question, but not identifying the supplier, will be distributed simultaneously to all known prospective bidders.

Issuing Officer / Purchasing Contact:  
Dick Howard, Fiscal Manager  
Calaveras Superior Court  
891 Mountain Ranch Road  
San Andreas, CA 95249  
(209) 754-6734

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<b>KEY EVENTS</b>	<b>LOCATION DATE &amp; TIME</b>
Pre-Bid Submittal of Questions by Prospective Bidders	Superior Court of California 891 Mountain Ranch Road San Andreas, CA 95249 Attention: Dick Howard <b>July 25, 2006 by 4:00 p.m.</b>
Deadline for Proposal Submittal	Superior Court of California 891 Mountain Ranch Road San Andreas, CA 95249 Attention: Dick Howard <b>August 11, 2006 by 4:00 p.m.</b>
Bid Opening Date	Superior Court of California 891 Mountain Ranch Road San Andreas, CA 95249 Attention: Dick Howard <b>August 15, 2006 at 2:00 p.m.</b>

- 1.3.1 **RFP Amendment** - If it becomes evident that this RFP must be amended, Court will issue a formal written amendment to all known prospective bidders.
- 1.3.2 **Bidder Responsibility** - We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a Contractor, from any obligation regarding this RFP. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFP unless you have specifically, by section number, raised an objection. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.
- 1.4 **AWARD** - The Court will make an award to a single bidder whose offer presents the greatest value, in our view, to the Court from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed to be in the best interest of the Court. Thus, the result will not be determined by price alone.
- 1.5 **CONTRACT EXECUTION** - This RFP and the Contractor's Response will be made part of any resultant contract(s) and will be incorporated in the contract as set forth. The contract that is established as a result of this RFP will be for the use of the Court. There is no guaranteed purchasing volume for any contract resulting from this RFP. The Court is not limited to purchase all of its requirements from any award as a result of this RFP.

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1.5.1 **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:

- 1) The provisions of the contract (as it may be amended);
- 2) The provisions of the bidder's Response (as it may be clarified);
- 3) The provisions of the RFP (as it may be supplemented).

1.6 **CONTRACT PERIOD** - Any contract resulting from this RFP shall be for a one year period commencing with execution of the contract by the Court. The Court reserves the right to extend any resulting contracts for two additional one-year terms.

Renewals for the second, third, and subsequent years will be on a yearly basis per mutual agreement between the Court and the Contractor.

1.7 **COMPLIANCE WITH STANDARD TERMS & CONDITIONS** - Contractor agrees to be bound by our standard "boilerplate" conditions, a sample of which is attached to this RFP (Attachment A).

## **2. OVERVIEW**

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2.1 **INTRODUCTION** - The Court desires to obtain a telephone IVR system to integrate with the Jury + Next Generation jury management system, providing potential jurors access to certain functions of the Jury + Next Generation jury management system. The jury summoning process includes the automated mailing of summonses to potential jurors who, in turn, may call the Court for a variety of reasons. These telephone inquiries are currently handled by Court employees and through recorded information which is accessed via the telephone.

2.2 **OBJECTIVES** – The Court's objectives for this procurement are as follows:

- Provide seamless access to the Court's Jury Management System using the court's current telecommunications environment.
- Provide potential jurors access to jury services, twenty-four hours a day, seven days a week.
- Allow callers to perform routine activities without assistance from an operator.
- Provide greater automation of redundant/routine processes to enable the more efficient use of personnel.
- More effectively manage juror resources.
- Improve information exchange between the Court and the public.
- Provide consistent information via the telephone.

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## 2.3 CURRENT ENVIRONMENT

### 2.4

2.4.1 **Jury Administration** - The Court summons approximately 350 jurors per week. Approximately 150 potential jurors contact the Court's Jury Commissioner's Office to request to be excused, disqualified or postponed by mail, via e-mail, or by telephone. Currently there is the equivalent of a .5 FTE jury clerk available to answer the jury telephone line. This current telephone system is programmed to connect incoming calls through to operators between 8:00am and 4:00 pm, Monday through Friday. During non-business hours the telephone system plays a recorded message, notifying callers of available office hours.

A second telephone line is used to provide daily reporting information. Jurors must contact the telephone number on Tuesday and Wednesday evenings to receive reporting instructions for jury service. Approximately 250 people access this telephone system on Tuesday and Wednesday evenings. Jurors may be required to call daily and check the recorded message until their group is either told to report or told that service is completed without having to make a personal appearance. Due to the limitations of this telephone system, specific load use is not available.

2.4.2 **Telephone System** - The Court is currently running on a County owned Nortel Meridian digital/analog PBX. Phone lines and switches are owned and maintained by the Calaveras County Technology Services Department. It is anticipated the County will abandon the current telephone system within the next two years and will switch over to a voice over internet protocol system.

The phone systems for jury reporting and recorded information utilize an Auto-Attendant system with multiple layers of informational mailboxes that the callers can select. The mailbox information is recorded daily or as needed. Potential jurors access this system by dialing a specific telephone number provided on their summons.

### 2.4.3

2.4.4 **Computer System** – The Court's Jury Management System is provided by Jury Systems Inc. JSI and runs on version 3.15c.2 of the Next Generation Software. The Court's JSI system includes the following hardware and software:

#### **Hardware**

- HP Proliant DL360
- 2, 3.60GHz Xenon Processors
- 2 GB RAM
- 1 Compaq Smart Array 431 Controller
- 2, 146.8 GB hard drives configured as Raid 0+1
- 1 Compaq CRD-84028 CD-Rom drive
- Integrated Dual Port10/100/1000 Nic

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#### **Software**

- Operating System: Windows 2003 w/service pack 1
- Database Software: Oracle 8i
- Virus Software: McAfee
- Back up Agents: 1) Backup Exec 9.0 for Windows Server Backup Agent

### **3. SYSTEM SPECIFICATIONS**

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- 3.1 **SPECIFICATIONS** - Provide a fixed configuration and pricing based on the following information:

#### **Mandatory Operational Requirements**

- Interface from the Interactive Voice Response System to the JSI Oracle database to retrieve data.
- Ability to provide callers with the following information: The status of a previous request, and date of jury service.
- Ability of callers to do the following: postpone their jury service if certain criteria are met, update their name and update their address.
- Produce ad hoc outgoing messages in times of unforeseen Court closures and or Court holidays.
- Ability to produce statistics when required.
- Ability to queue callers.
- Provide static recorded information to all callers.
- Ability for Court to change static recorded information when needed.
- Ability to easily and frequently "zero-out" to an operator.
- Provide automated information regarding office hours when a caller "zeros-out" outside the business day hours.
- Provide on-site customer service to troubleshoot problems and emergencies from 7:30am to 5:00pm Pacific Standard Time, Monday through Friday.
- Ability to handle calls from rotary dial telephones.
- Must be compatible with both current available County phone system and future VOIP system platforms.

#### **Optional Operational Features**

- TTD/TTY capability
- Screen "Popping"
- Voice Recognition
- Ability to expand the system to provide services to other areas of the Court including the Court's case management system and to provide information via the web.

#### **Hardware Requirements**

- Server must be tower or rack mounted
- Rack mount must not exceed 2U – 1U is preferred

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#### **4. BIDDER INSTRUCTIONS**

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- 4.1 **PROPOSED SYSTEM CONFIGURATION & PRICING** – The bidder shall provide configuration and pricing for their proposed system. To facilitate accurate comparisons between bidders, pricing for Mandatory System Requirements and Optional System Features, as defined in Section 3.1., and hardware necessary to implement the systems should be provided on the Bid Pricing Sheet (Attachment D). Bidders must also provide detailed descriptions for each part number of the proposed system configuration. Include quotes for the monthly maintenance fees (after warranty) and note any available option to pay annually in advance. Include quotes for any license fees and note any available option to pay in advance. Bidders shall also provide their proposed system purchase or sales agreement and the maintenance contract.
- 4.2 **PREPARATION OF RESPONSE:**
- All information requested of the vendor shall be entered in the appropriate space on the required forms. Failure to do so may disqualify your offer.
  - All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your response. Corrections shall be initialed in ink by the person signing the response. Responses should be free of erasures.
  - Corrections and/or modifications received after the closing time specified will not be accepted.
  - Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the Court.
  - Prices will be considered as net if no cash discount is shown.
  - All responses shall be signed by an authorized officer or employee of the responder.
  - If any information contained in the response is considered confidential or proprietary by the vendor, it must be clearly labeled as such and presented in a sealed envelope within the vendor's response package.
- 4.3 **FORMS** - The following forms must be included in your Response. (See Section 5.2 for format requirements).

Cover Sheet–

Attachment A – Terms & Conditions

Attachment B – Security Statement

Attachment C - Questionnaire

Attachment D – References

Attachment E – Bid Price Sheet



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- 4.4 **RESPONSE CONTENT** - So that we may be able to compare competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive.

Assemble your Response in the following order, with the sections described below individually marked as appropriate. Succinctness will be favored.

- *Cover Sheet* - The cover sheet at the front of the RFP must be signed and completed in regards to all information required. The signed cover sheet represents your agreement to supply the requested goods and/or services detailed in the RFP.
- *Company Profile* - Provide a brief history of your company, and an executive summary of your response. Content should be no more than two pages.
- *Security Statement* - Bidders are to provide a completed Security Statement (see Attachment B).
- *Bidder Financial Report* - Bidders are to provide an annual report including consolidated balance sheets and financial statements as well as a report of independent accountant verification. In lieu of an annual report, bidders may include in their proposals a complete copy of their Dunn & Bradstreet Report. The bidder may obtain a copy of this report by calling Dunn & Bradstreet at 1-800-234-3867.
- *Litigation*- Briefly describe any litigation in which you have been involved in connection with any contract during the last five years.
- *Responses to Bidder Questionnaire*- Bidders are to provide the information and responses to each item contained in the Bidder Questionnaire (Attachment C).
- *Customer References* - Bidders are to provide, in Attachment D, a minimum of four customer references, preferably courts, presently using their services that are substantially the same as those being proposed. If four such references cannot be provided, then four references for services provided within the last 12 months should be given; these references should be for services as similar as possible to those proposed by the vendor. Divisions or subsidiaries of the bidder's company cannot be used as customer references. The list should include references for work performed in environments similar to that of the Court. Each reference listed must include the name and address of each customer and the name and telephone number of a contact person. Where customer reference lists are considered confidential by the bidder, they need to be presented as part of the bidder's RFP package under separate sealed cover clearly labeled "Confidential Customer References".
- *Acceptance / Exception Response* - Provide a detailed description of any exception taken with any term, condition, specification, or requirement of this RFP. Specify the section number(s). Bidders are to provide written acceptance of all other terms, conditions, specifications and requirements. Exceptions that we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.
- *Proposed System Configuration & Pricing* – Provide a detailed description of the configuration and pricing for their proposed system as set forth in paragraph 4.1 including the form Bid Pricing Sheet (Attachment E).

- 4.5 **SUBMITTAL OF RESPONSES** - The proper submittal of your response is the next step in having us evaluate your offer. Following the instructions below will enable us to consider you a responsive candidate.

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- 4.5.1 **Submittal Package** - Submit to the location specified on the cover sheet of this RFP the original (signed and completed) **plus four complete copies** of your response in a sealed envelope, clearly marked on the outside with your company name and return address, the RFP number and the due date and time shown.
- 4.5.2 **Submittal Deadline** - We must receive your response no later than the date and time shown on the cover sheet of this RFP. Late responses, telegraphic, fax, or telephone responses will not be accepted.
- 4.6 **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their responses.
- 4.6.1 **Rejection or Correction of Responses** - We reserve the right to reject any or all responses. Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, and are neither affected by law nor a substantial variance with RFP conditions, may be waived at our discretion whenever it is determined to be in the Court's best interest.
- 4.7 **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the responses received, which ones are best suited to meet the Court's needs. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor we select appears to offer the best overall solution for our current and anticipated needs.
- 4.7.1 **Reference Check** - Submittal of a Response authorizes us to investigate without limitation the background and current performance of your company. We will use the input of references regarding your capability to perform in relation to any aspect of this RFP.
- 4.7.2 **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
- 4.8 **AWARD CRITERIA** - Contract award will be in accord with, but not limited to, the result of our evaluation of:
- a) JSI compatibility.
  - b) Proposed solutions that meet or exceed the requirements of this RFP and longer term application needs, including compatibility with existing systems.
  - c) Stability of the manufacturer of the proposed product.
  - d) Proposed bidders'/manufacturers' products which demonstrate a successful history and installed base of systems in the market and who have the application expertise and maintenance resources necessary to support the Court's needs for the long term.
  - e) Application design, testing, timeframes, project management and application development tools included as part of the Bidder's response.
  - f) Cost of the proposed solution.
  - g) Proposed solutions that are flexible in growth, both functionally and technologically, to meet future needs.
  - h) Other criteria which the Court deems necessary.

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Evaluations will be made by a team representing the Court Executive Officer, Court Fiscal Manager, and IT services provider.

- 4.9 **ADVICE OF AWARD** - Written notification will be provided regarding the outcome of the RFP.
- 4.10 **CONFIDENTIALITY** - To preserve the integrity of the security and confidentiality measures integrated into our operations, any Bidder required to come in contact with confidential Court information to respond to this RFP and to perform the services solicited will be required to sign and submit the Security Statement attached to this RFP (Attachment B.)

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**The following is a standard boilerplate template of the terms and conditions to which the vendor must agree. Proposed exhibits, attachments or appendices as may be referenced are not attached at this time.**

## **ATTACHMENT A**

### **Standard Terms and Conditions**

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#### **1. Accounting.**

Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

#### **2. Audit; Retention of Records**

A. Audit. Upon reasonable notice, Contractor will provide to Court, to any federal or state entity with monitoring or reviewing authority, or to Court’s authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide Court with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records.

B. Retention of Records. Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

#### **3. Assignment**

Contractor will not assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of Court, in the form of an Amendment.

#### **4. Choice of Law; Jurisdiction and Venue**

A. Choice of Law. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

B. Jurisdiction and Venue. Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco, California in any legal action concerning or relating to this Agreement.

#### **5. Certifications and Representations**

**Contractor’s signature on the cover page shall also serve as certification for the following paragraphs, A-F.**

A. ADA Compliance. Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

B. FEHA Compliance. Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 *et seq.*, and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 7285 *et seq.*

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Contractor certifies that it and its Subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, marital status, age (over 40), sex, or sexual orientation. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

C. Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, § 8355-8357.

D. Labor/Collective Bargaining. Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. National Labor Relations Board (NLRB) Certification. Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

F. Prohibition Against Hiring Court Employees. Contractor certifies and will require all Subcontractors to certify to the following:

“Former Court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment.”

## **6. Changes in Work; Stop Work**

### **A. Changes in Work.**

A.1. Court reserves the right to require Contractor to make changes in the Work, as set forth in Exhibit D, Statement of Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

A.2. For any change proposed by Court or Contractor, Contractor will submit in writing:

- a) a description of the proposed change and the reasons for the change;
- b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
- c) a statement of the expected impact on schedule.

A.3. If Court and Contractor agree on a change, Court will issue an Amendment documenting the change, for the parties' execution.

A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by Court, and any continuing disagreement will follow the process set forth in the provisions entitled “Dispute Resolution.” Contractor should not proceed with any change prior to receiving a written directive or Amendment from Court. All costs for changes performed by Contractor without Court's prior written approval will be at Contractor's sole risk and expense.

### **B. Stop Work.**

B.1. Court may, at any time, by delivery of a written Stop Work Order to Contractor, require

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Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to Court during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, Court will either cancel the Stop Work Order or terminate the Work, as provided in Section 21 (Termination).

B.3 If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. Court may make an equitable adjustment in the delivery schedule, the Contract Amount, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.

B.4 If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, Court may allow reasonable costs resulting from the Stop Work Order.

B.5 Court will not be liable to Contractor for loss of profits because of any Stop Work Order.

## **7. Confidential Information**

A. Requirements of Strict Confidence. While performing Work under this Agreement, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, court users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. Permissible Disclosures. Contractor may disclose Court's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of Court that are working on the project. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

## **8. Conflict of Interest; Prohibition Against Gratuities**

A. Conflict of Interest.

A.1 Contractor covenants that it and its Subcontractors presently have no interest, and will acquire no interest, which would directly or indirectly conflict in any manner or to any degree, with the full and complete performance required under this Agreement. Contractor further agrees to submit full disclosure statements, if required by law to do so, pursuant to the requirements of the California Fair Political Practices Act or any other applicable federal or state law, regulation, or conflict of interest code.

A.2 Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of Court funds or that are sponsored by Court if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

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A.3 Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

- a) use of an official position with the government for private gain;
- b) preferential treatment to any particular person associated with this Work or Agreement;
- c) impairment of Court's independence or impartiality;
- d) a decision made outside official channels; or
- e) adverse effects on the confidence of the public in the integrity of Court.

**B. Prohibition Against Gratuities.**

B.1 Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of Court, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

B2. For any breach or violation of this covenant, Court has the right to terminate the Agreement for cause, wither whole or in part. Any loss or damage sustained by Court in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. Court's rights and remedies under this provision are in addition to any other rights and remedies provided by law or under this Agreement.

**9. Consideration**

The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided., as set forth in Exhibit C (Payment).

A. Payment Does Not Imply Acceptance of Work.\_Court's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to Court.

B. Disallowance.\_If Contractor receives payment from Court for a service or reimbursement that is later disallowed or rejected by the Court, Contractor will promptly refund the disallowed amount to Court upon Court's request. At its option, Court may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

**10. Contractor Status**

**A. Independent Contractor.**

A.1 Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as Court agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of Court. Except as expressly provided in Exhibit D (Statement of Work), Contractor has no authority or responsibility to exercise any rights or power vested in Court.

A.2 This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.3 If any governmental entity concludes that Contractor is not an independent contractor, Court may terminate this Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in Court's financial liability, so that Court's total costs under this Agreement do not exceed the originally contemplated amount.

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**B. Contractor’s Employees.**

B.1 Contractor’s employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2 Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

B.3 If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor’s independent status with respect to Court, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) Court will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

B.4 Contractor will indemnify and hold Court harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between Court and any Contractor or Subcontractor personnel.

**C. Exclusive Control of Means and Method of Performance.** Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Court only for the requirements and results specified in this Agreement and more particularly as set forth in Exhibit D – Statement of Work, and will not be subjected to Court's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the “right to control” and bear the sole responsibility for the job site conditions and safety.

**D. Permits, Laws, and Regulations.**

D.1 Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to Court, upon request.

D.2 Contractor will promptly provide Notice to Court of any conflict discovered between the Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

**E. Subcontracting.**

E.1 Contractor will not engage a Subcontractor to perform any portion of this Work, without the express written consent of Court. Any subcontracting without Court’s written consent is a material breach of this Agreement.

E.2 Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement. Contractor will incorporate this Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

**F. Signature Authority.** Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement.



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## **11. Dispute Resolution**

Court and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with Court’s Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

### **A. Escalation.**

A.1 If a dispute remains unresolved following Notice by either party, each party’s Chief Executive Officer (“CEO”) or designated representative will meet to exchange information and attempt resolution within fifteen days of the effective date of the Notice.

A.2 If the matter is not resolved as set forth in section 11.A.1, the aggrieved party will submit a second Notice which will:

- a) provide detailed factual information;
- b) identify the specific provisions in this Agreement on which any demand is based;
- c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
- d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

A.3 Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

### **B. Confidentiality During Dispute Resolution.**

B.1 All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

B.2 Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Court. Contractor’s failure to diligently proceed in accordance with Court’s instructions will be considered a material breach of the Agreement.

## **12. Force Majeure**

### **A. Force Majeure events include, but are not limited to:**

- 1. catastrophic acts of nature, or public enemy;
- 2. civil disorder;
- 3. fire or other casualty for which a party is not responsible; and
- 4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

B. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

## **13. Indemnification**

A. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the Court) Court and its agents, officers, and employees from and against any and

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all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, the performance or breach of this Agreement by Contractor or its officers, employees, agents, representatives, or Subcontractors. Such indemnification will not include loss, damage, or expense arising from the sole negligence or willful misconduct of Court or its agents, officers, and employees.

B. For Contractor's acts, errors, or omissions which are covered by Contractor's Professional Liability insurance, Contractor will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to Contractor, or any of its Subcontractors, but not for Court's proportionate share of liability.

C. Contractor's obligation to defend, indemnify, and hold Court and its agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

#### **14. Insurance**

A. General Insurance Requirements. Contractor will obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, Court will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of completion of the Work.

B. Minimum Scope & Limits of Coverage.

Contractor will maintain the following coverages:

1. Workers' Compensation at statutory requirements of the state of residency.
2. Employers' Liability with minimum limits of **\$1,000,000.00** for each accident.
3. Commercial General Liability Insurance with minimum limits of **\$1,000,000.00** for each occurrence, Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.
4. Business Automobile Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
5. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Product, and Completed Operation coverage.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, Court. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to Court and will be the sole responsibility of Contractor.

D. Endorsements; Additional Insureds.

The General Liability policy will contain, or be endorsed to contain, the following provisions:

1. Court, its officers, officials, employees and agents will be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor;

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2. To the extent of Contractor’s negligence, Contractor’s insurance coverage will be primary insurance as respects Court, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by Court, its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way;

3. Contractor’s insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability;

4. Contractor will provide Court certificates of insurance satisfactory to Court, evidencing all required coverage before Contractor begins any Work, and complete copies of each policy upon Court’s request;

5. If at any time, the foregoing policies become unsatisfactory to Court, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to Court, Contractor will, upon Notice from Court, promptly obtain a new policy, and submit the same to Court, with the appropriate certificates and endorsements, for approval;

6. All of Contractor’s policies will be endorsed to provide Notice to Court of cancellation, nonrenewal, and reduction in coverage, within fifteen days, mailed to the Court’s representative for Notices named on the Contract Cover Sheet. Such notice will reference the relevant project, and contract number.

E. Waiver of subrogation. Contractor and its insurance carrier waive any and all rights of subrogation against the Judicial Branch Entities. This waiver will be reflected on the Certificate of Insurance, provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify Court from all costs and liability caused by Contractor’s breach.

#### **15. Limitation of Liability**

Court will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether Court was advised of the possibility of such loss or damage. In no event will Court’s liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts paid to Contractor by Court under this Agreement.

#### **16. Modification.**

No modification or change to this Agreement will be valid without written approval by Court, in the form of an Amendment, including any changes to Exhibit D (Statement of Work).

#### **17. Prohibited Bids for End Product of this Agreement**

No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

#### **18. Public Contract Code References**

References to the Public Contract Code are provided for convenience only. The Public Contract Code does not apply to Court, but is referenced to clarify Contractor’s obligations, if specific code sections are cited.

#### **19. Scope of Work; Acceptance**

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A. Scope of Work. Contractor will perform and complete all Work described in Exhibit D – Statement of Work, in compliance with the requirements of this Agreement, and to the satisfaction of Court.

B. Acceptance.

B.1 All Work provided by Contractor under this Agreement is subject to written acknowledgement and acceptance by Court’s Project Manager. The Court’s Project Manager will apply the acceptance criteria set forth in Exhibit D – Statement of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work..

B.2 Project Manager shall use the Acceptance and Sign-off Form (in the form provided as Attachment 1) to notify the Contractor of acceptance or non-acceptance.

B.3 If the Work is not acceptable, Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten business days from receipt of Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 18 until Contractor’s receipt of Court’s written acceptance of such corrected Work; provided, however, that if Court rejects any Work on at least two (2) occasions, Court may terminate that portion of this Agreement which relates to the rejected Work at no expense to Court.

C. Prior Work. Prior work, performed by Contractor pursuant to Court’s authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

D. Non-Exclusivity. This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

## **20. Standard of Performance; Warranties**

A. Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor’s services.

B. Warranties.

B.1 Contractor warrants and represents that the Work and all Deliverables furnished will conform to the requirements of this Agreement and such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by Court, free from defects in design. Court’s approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

B.2 Non-Infringement. Contractor represents and warrants to Court that it is and will be either own, or be authorized to use for its own and the Court’s benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.

B.3 All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.

B.4 Unless otherwise specified, the warranties set forth in this Section 19 commence after Work has

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been approved and accepted by Court.

**C. Personnel Requirements.**

C.1 Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals (listed in Exhibit. E: Attachments) during the performance of Work.

C.2 Court reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the Project Manager.

C.3 Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the Project Manager, Court may terminate this Agreement for cause.

D. Background Checks. For Contractor's employees, Subcontractors, or agents performing work, and with access to Court's systems (on-site or remotely) in the performance of their Work under this Agreement, Court will have the right, but not the obligation, to request or conduct a background check, before granting access to Court's premises or systems or at any other time. Contractor will cooperate with Court in performing any background checks, will provide prompt Notice to Court of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by Court. Contractor will obtain all releases, waivers, or permissions required for the release of such information to Court. Any additional costs will be borne by Contractor.

**21. Survival.**

Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties.

**22. Termination**

A. Termination for Cause. Court may terminate this Agreement, in whole or in part, and be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. Court may proceed with the Work in any manner deemed proper. All costs to Court arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. Termination for Convenience.

B.1 Court may terminate this Agreement, in whole or in part, at any time and for any reason, upon at least ten days Notice to Contractor. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

B.2 If Court terminates all or part of this Agreement other than for cause, the Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

C. Termination due to Fund Appropriation and Availability.

C.1 Court's obligations under this Agreement are subject to the availability of funds authorized for this Work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current Appropriation Year is

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conditioned upon appropriation of sufficient funds to support the activities described in this Agreement.

C.2 Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

D. Effect of Termination.

D.1 Upon any expiration or termination, Court will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to Court all of Contractor's right, title, and interest in and to such Work and related materials and work product, and any and all intellectual property rights.

D.2 Upon termination of any kind, Court may withhold from payment any sum that Court determines to be owed to Court by Contractor, or necessary to protect Court against loss due to outstanding liens or claims of former lien holders.

### **23. Time is of the Essence.**

Time of performance is of the essence in the performance of services by Contractor under this Agreement.

### **24. Waiver; Severability**

A. Waiver of Rights. Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.

B. Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

### **25. Entire Agreement**

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the this matter.

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## ATTACHMENT B

### Security Statement

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**M.B. Todd, CEO**  
**Calaveras Superior Court**  
**891 Mountain Ranch Rd**  
**San Andreas, CA 95249**

Subject: Use of Confidential Court Information

Our company will respect and maintain strict confidentiality in the use of all data that our company employees may gain access to for the purpose of preparing a response to RFP #06-06-01 IVR and for the performance of any subsequent contract. Information obtained from the Court will be used only by authorized company employees and for only those purposes for which the Court provides the information. Those employees who handle the information will be notified of its strictly confidential nature. Our company will also take responsibility for returning to the Court promptly after use, all documents supplied along with all records of information derived therefrom.

Sincerely,

\_\_\_\_\_  
*Signature Block for Company Representative*

\_\_\_\_\_  
*Date*

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## ATTACHMENT C BIDDER QUESTIONNAIRE

### ***BIDDER QUESTIONNAIRE***

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#### **1. GENERAL INFORMATION**

- 1.1 What is the address of the bidding company?
- 1.2 What is the main telephone number?
- 1.3 Is bidder the manufacturer of the proposed system?
- 1.4 If not, supply name, address and telephone number of the manufacturer.
- 1.5 How long in years has bidder sold this product or equivalent products?
- 1.6 Does bidder install the product, or does it use subcontractors?
- 1.7 Does bidder maintain the product or does it use subcontractors?
- 1.8 Does bidder provide on-site assistance when required?

#### **2. APPLICATION DEVELOPMENT AND PROJECT IMPLEMENTATION**

##### **Bidder Development/Implementation Support**

- 2.1 Describe the application development including design, programming and implementation of the proposed application(s).
- 2.2 Describe bidder's use of subcontractors for any phase of the project.
- 2.3 Describe the proposed system implementation outline. Provide a general timeframe of dates for implementation of the application as described in this RFP.
- 2.4 Describe the process used to complete a detailed design of the applications described in this RFP.
- 2.5 Detail your system testing process.
- 2.6 Describe the options available for recording the prompts for the application. For each option, discuss the approach and cost.
- 2.7 Describe your project management approach and resources.



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### 3. SYSTEM FEATURE QUESTIONNAIRE

3.1 **General Product Information** - this section will provide information of a general nature about the bidder's product capabilities and configuration.

3.1.1 Provide a brief product overview including common applications.

3.1.2 Briefly describe the proposed product including the basic hardware, software, operating system and available features. Explain why the proposed product is appropriate for the requested IVR solution.

3.1.3 Describe the basic system configuration for an analog environment.

3.1.4 Describe the basic system configuration for a digital environment.

3.1.5 Provide an overview of standard system features.

3.1.6 Describe system expansion increments to allow growth for additional ports and larger disk memory for applications, voice files and data bases and provide proposed costs.

3.1.7 State the minimum and maximum number of voice ports per system module.

### 3.2 Environmental and Space Requirements

3.2.1 System must operate in a standard office environment. State your temperature, humidity and electrical requirements.

3.2.2 Detail the space requirements for standard system components. Any servers must be capable of being rack mounted.

3.2.3 Describe the programming language used to create and script voice applications.

3.2.4 Describe how the application generator tool environment will support the following features:

- a) New script creation or existing script modification.
- b) On-screen editing with direct manipulation of scripting data.
- c) Browsing scripts and allowing script cut and paste function.
- d) Flexible pop-up menus with overlapping windows, accessed via mouse control.
- e) On-line help screens which guide the user through the scripting process.
- f) Off-line script testing and functional simulation for simple but thorough testing of all caller scenarios and logic.
- g) On-line capture of host screens and data for quick and easy definition of host interfaces.
- h) Graphical voice editing which allows recording of new voice messages and editing segments of previously recorded messages.

3.2.5 Describe the system's built-in error handling if the application encounters undefined conditions or invalid user input.

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- 3.2.6 Describe the application development cycle and application development process.
- 3.2.7 Describe how voice prompts are loaded from all of the following input sources: telephone handset, audio tape, microphone and other available input sources.
- 3.3 Hardware Overview**
- 3.3.1 Describe your hardware purchase options.
- 3.3.2 Describe how the system provides an automatic re-programming feature after hardware or software failure or due to absence of power.
- 3.3.3 Describe the system remote diagnostic capabilities.
- 3.3.4 Describe the system voice recognition support for use with rotary phone callers. Explain alpha and numeric voice recognition capability.
- 3.3.5 Describe how the system connects callers using telephones and/or data terminals (including PCs, terminals for the hearing impaired and others) to our host computer(s) and database(s).
- 3.3.6 Describe the system hardware configuration in terms of model names/numbers, port ranges, disk options, port upgrades and other appropriate information.
- 3.3.7 Describe the hardware chassis configurations (rack mount, tower, blade, etc) available. (Note: The Court cannot accommodate blade servers at this time.)
- 3.3.7.1 For each chassis include dimensions and footprint requirements.
- 3.3.7.2 Include environmental requirements for each chassis.
- 3.3.7.3 Include suggested UPS requirements, brand, and model for each chassis.
- 3.4 Voice Messaging and Recording Capabilities**
- 3.4.1 Provide a general statement about the VRU voice recording capabilities.
- 3.4.2 Describe the voice sampling algorithm and recommended sampling rates.
- 3.4.3 Describe how messages that are already recorded can be edited.
- 3.4.4 Describe how messages can be recorded and edited remotely.
- 3.4.5 Describe how experienced callers can key over system prompts to obtain requested information.
- 3.4.6 State the maximum voice message length (in seconds) that can be recorded.
- 3.5 Telephony Interface**

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- 3.5.1 Describe how the system can be configured to receive calls from the PBX ("sit behind" the PBX) or directly from the Central Office ("sit in front" of the PBX) and which approach would be best for the described environment.
- 3.5.2 Describe how the system can be configured to receive calls from a VoIP System ("sit behind" the VoIP) or directly from the Central Office ("sit in front" of the VoIP) and which approach would be best for the described environment.
- 3.5.3 Describe the post-implementation requirements to transition from a PBX telephone system to a VOIP system including the related costs.
- 3.5.4 Describe how the system fully supports hookflash/referral to a live agent in both configurations.
- 3.5.5 Describe the types of PBX systems supported.
- 3.5.6 Describe the types of VoIP Systems supported.
- 3.5.7 Describe how calls can be transferred to the switch at any time either at the caller's request or upon predetermined system control.
- 3.5.8 Describe how the system dials out through the switch and transfers callers to an outside number.
- 3.5.9 Describe the type of direct telephony input supported by the system and any external hardware such as channel banks required to accept digital input from the telephone network, PBX, and VoIP System.
- 3.5.10 Describe how the system passes call information to an ACD switch (if applicable) and provides caller status information. Describe how this information is passed. List the ACD switches compatible with the VRU system. Describe the software and hardware required to interface the systems together.
- 3.6 Host Computer Interface**
- 3.6.1 Describe how the system supports interface to host computer requirement.
- 3.6.2 Detail the communications protocols supported by the proposed system.
- 3.6.3 State the number of host accesses (logical sessions) the system can support in one application.
- 3.6.4 Describe the proposed system host computer connection requirements.
- 3.6.5 Describe how the system provides statistical reporting of all host computer database activity including:
- a) Number of attempts to access the host computer.
  - b) Number of failures and reasons for failures.
  - c) Length of time applications were actively accessing the host computer.

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- d) Number and amount of time that applications were unable to access the host computer because no free sessions were available.

- 3.6.6 Describe how the system supports a screen capture utility that makes copies of host computer screens for use in creating applications involving those screens.
- 3.6.7 Describe the number of concurrent sessions supported for each protocol.
- 3.6.8 Describe how these sessions can be pooled and shared by multiple VRU ports.
- 3.6.9 Describe how these sessions can be dedicated to a particular VRU port.
- 3.6.10 Describe how different protocols can be used in the same system for a different application.
- 3.6.11 Describe the available host debugging tools that can be used in the application.
- 3.6.12 Describe how the system supports automatic logon and host computer status monitoring.
- 3.6.13 Describe how the system detects a system failure.
- 3.7 Local Database Functionality**
- 3.7.1 Describe the maximum number of database records that can be stored locally. The proposed system must store at least 20 megabytes of local database records.
- 3.7.2 Describe how the system supports read/write databases whereby the caller can instruct an application to change information in fields in database records during execution of that application.
- 3.7.3 Describe how the system protects a database record while it is being accessed by one application, so that multiple applications will not attempt to change the record at the same time.
- 3.7.2 Describe how the system supports databases in which records can be created dynamically during the execution of an application.
- 3.7.3 Describe how the system allows data records to be imported from a database server or a host computer.
- 3.7.4 Describe how the system supports export of data records.
- 3.7.5 Describe how the system provides statistical reporting of all local database activity including:
- Number of successful and unsuccessful attempts to access the database.
  - Number of successful and unsuccessful attempts to locate specific records within the database.
  - Length of time that database records are used by application.
  - Number of times information in fields were changed by an application.

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**3.8 Local Area Network (LAN) Interface(IT)**

3.8.1 Describe the LAN topologies (Token Ring, Ethernet, etc.) supported by the proposed system.

3.8.2 Describe the types of file servers that the proposed system can access (log into).

3.8.3 Describe how the proposed system accesses a database server on a LAN.

3.8.4 Describe how the proposed system communicates on peer-to-peer basis.

3.8.5 Describe how the proposed system communicates with a host computer over a LAN.

3.8.6 Describe how a network can be used to build distributed voice response systems.

**3.9 Reporting and System Monitoring**

3.9.1 Describe how the system supports comprehensive error logging with the following information about each error:

- a. Date and time the error occurred.
- b. Name of the application.
- c. Error code and description.
- d. Port number where error occurred.

3.9.2 Describe how the system provides statistical reports that cover the following:

- a. Application statistics (calls per application).
- b. Number of calls on each line.
- c. Status of each line (busy, hang-up, line problem).
- d. Total number of host transactions.
- e. Total number of log errors.
- f. Number of calls for each menu option.

3.9.3 Describe how the system provides an on-line status screen that may be viewed at any time.

3.9.4 Describe how the system provides a log of all transactions.

4.3.9.4.1 Describe the log format.

4.3.9.4.2 Describe how the log can be read by another PC using Standard Off the Shelf Software.

3.9.5 Describe how the system provides file transfer and downloading capabilities.

3.9.6 Describe how the system handles alerts or error conditions, takes action on specific alert conditions and takes different actions based on the type of alert or its severity.

3.9.7 Describe how the application program generates user-defined alerts and takes action on specific alert conditions.

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- 3.9.8 Describe the proposed system capability to change the way that alerts are handled without re-programming or re-starting.
- 3.9.9 Describe how errors are reported either as they occur, or at specific time intervals, and explain any provision for nuisance alerts.
- 3.9.10 Describe how and if third party report generators (such as Crystal Reports) can be used to access information on the IVR system.

### 3.10 **Training and Documentation**

#### 3.10.1 **Training**

3.10.1.1 Provide the following information on available training courses:

- a. Agenda, course description and length.
- b. Eligible attendees/prerequisites.
- c. Class location.
- d. Cost.

3.10.1.2 Detail in outline form the opportunity for training course attendees to have "hands-on" experience as opposed to lecture only.

3.10.1.3 Discuss the opportunities to speak with product experts and application development support personnel at the training center location.

3.10.1.4 Describe how the classrooms are equipped with voice hardware so that an application run-time environment may be achieved in the classroom setting.

3.10.1.5 Describe how different classes address the needs of audiences such as; application programmers, operations personnel, systems analysts, and end users.

#### 3.10.2 **Documentation**

3.10.2.1 Detail the documentation provided with each system and the related cost.

3.10.2.2 Describe how step-by-step instructions are provided to facilitate the implementation of specific system features.

3.10.2.3 Submit a reference guide to all available technical documentation.

3.10.2.4 Describe the documentation distributed with software enhancements.

### 4. **INSTALLATION AND MAINTENANCE SUPPORT**

#### 4.1 **System Hardware Installation**

4.1.1 Describe the proposed system hardware installation approach and available options.

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4.1.2 Describe the steps and responsibilities for a successful system installation of the hardware.

#### 4.2 **System Maintenance**

4.2.1 Provide an overview of the maintenance philosophy associated with the proposed system.

4.2.2 Describe remote and onsite support options. Include who will provide the support, the response times and cost.

4.2.3 Describe the standard warranty policy for the proposed system.

4.2.4 Describe the proposed system spare parts policy and explain where the inventory is maintained.

4.2.5 Describe the proposed system standard problem escalation procedure.

4.2.6 Describe the proposed system approach to providing software updates and other configuration management considerations.

4.2.7 Describe how system backups are performed.

4.2.8 Describe disaster recovery options.

#### 5. **OPTIONAL SYSTEM FEATURES**

##### 5.1 **Speech Recognition**

5.1.2 Describe the system's speech recognition capabilities.

##### 5.2 **Text-to-Speech Synthesis**

5.2.1 Describe the system's text-to-speech capabilities.

##### 5.3 **Facsimile Requirement**

5.3.1 Detail below the system's fax capabilities.

##### 5.4 **Network Administration**

5.4.1 Detail the system's ability to provide network administration.

##### 5.5. **Internet/Intranet Access**

5.5.1 Describe in detail the system's internet/intranet capabilities.

##### 5.6 **CTI Integration/Capability**

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5.6.1 Define the system's CTI capabilities.



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## ATTACHMENT D CUSTOMER REFERENCES

Please include only those references that purchased a product from you that was either identical or similar to the product being requested on this Request For Proposal.

R-1

Account Name	
Address	
Contact Person/Title	
Phone Number	
Category(s) Provided/Year(s)	

R-2

Account Name	
Address	
Contact Person/Title	
Phone Number	
Category(s) Provided/Year(s)	

R-3

Account Name	
Address	
Contact Person/Title	
Phone Number	
Category(s) Provided/Year(s)	

R-4

Account Name	
Address	
Contact Person/Title	
Phone Number	
Category(s) Provided/Year(s)	

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ATTACHMENT E

**BID PRICING SHEET**

System Design & Programming to meet mandatory operational requirements		\$ _____
Software License Fees		
_____	\$ _____	
_____	\$ _____	
Total Software		\$ _____
Installation		\$ _____
Hardware Components Breakdown/Pricing (list)	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Hardware		\$ _____
Training		\$ _____
System Maintenance & Support		
Annual – Commencing :		\$ _____
Please attach proposed agreement for system maintenance and support		
Optional Features:		
Web Interface	\$ _____	
TTD/TTY capability	\$ _____	
Screen Popping	\$ _____	
Voice Recognition	\$ _____	
Expandibility – CMS System	\$ _____	